

AGREEMENT

Between the

**BOONTON TOWNSHIP
BOARD OF EDUCATION**

and the

**BOONTON TOWNSHIP
EDUCATION ASSOCIATION**

For the Years

July 1, 2016 to June 30, 2019

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A. Term

B. Recognition

C. Definitions

1. Teachers

Unless otherwise indicated, "teachers" shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

2. Days

"Days" shall refer to the number of days when school is in session. A half-day session shall be considered a "day." During summer vacation, "days" shall be considered work weekdays excluding Saturdays, Sundays and national holidays.

3. Full-time Employee

A full-time employee shall be defined as any employee who normally works a full workday each day school is in session. All other employees working less than full-time shall be considered part-time.

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4. Instructional Aides

Instructional Aides are ten month employees whose work schedules are set forth by the administration and perform duties defined by their job description.

5. Custodial Staff

Custodial Staff are 12-month employees whose work schedules are set forth by the administration and perform duties defined by their job descriptions.

Article II

Negotiation of Present and Successor Agreement

A. Present Agreement

1. Conditions set forth in subsequent articles shall be the guiding agreement for salaries, salary adjustment action, grievance procedures and working conditions for the contract years. Except as set forth herein, all other working conditions remain the same as during the previous year.
2. This agreement shall not be modified in whole or in part by the parties except in writing duly executed by both parties.

B. Successor Agreement

The parties agree to enter into collective negotiations towards a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than 120 calendar days before public hearing presentation of the district budget in the calendar year in which the agreement expires. Any agreement so negotiated shall apply to all employees in the defined unit, including non-union employees. The agreement shall be in writing and signed and adopted by both parties.

C. Access to Information

The Board recognizes that the Association officers have a right to inspect all pertinent records, data, and information normally available to citizens of Boonton Township.

Article III

Grievance Procedure

A. Definitions

1. A grievance is an appeal by an employee or the Association based on a specific interpretation, application or violation of an agreement provision, a Board policy or an administrative decision affecting an employee or a group of employees. All written grievances shall include:



- a. Pertinent dates (date of occurrence, date of filing, date of prior decision, date of appeal, all other pertinent dates)
- b. A description of the incident or alleged violation giving rise to the grievance
- c. Identification of the specific provision(s) of the agreement, specific Board policy, and/or specific administrative decision involved.
- d. The specific remedy sought by the grievant(s).
- e. The outcome from the prior level in the procedure, if any.

2. An aggrieved person is the person or persons making the appeal.

B. Procedure

Level 1

Within twenty (20) calendar days of the occurrence of the incident, the aggrieved party shall submit the grievance in writing to the school full-time administrative head. Within five (5) days of the receipt of the written grievance, the administrator shall submit his written response to the aggrieved.

Prior discussion between administrator and employee(s) is encouraged.

Level 2

If the superintendent is the only full-time school administrator, the grievance may pass from Level 1 directly to Level 3.

Otherwise, if the grievance is not responded to by the administrator within five (5) days or if the aggrieved is not satisfied with the disposition of the grievance at Level 1, a written request to meet with the superintendent (with concurrent notification of the request to the school administrator) must be made in five (5) days after receipt of the school administrator's reply or lapse of time to reply.

A report from the person or persons to whom the appeal was first made shall be submitted at the same time as the appeal of the employee. The superintendent shall meet with the aggrieved to consider the matter within ten days of written notice of the grievance and shall render a written decision to the aggrieved no more than ten days after this meeting.

Level 3

If the grievance is not settled to the aggrieved's satisfaction by the superintendent, the aggrieved must, within five days file a written appeal to the Board/Association Subcommittee. The Subcommittee shall consist of four (4) Board members and four (4) Association members. Concurrent notification of the request shall be given to the superintendent. All prior actions by the aggrieved and the school administration shall be submitted to the Subcommittee for its consideration. The Subcommittee shall afford the aggrieved party an opportunity to present the grievance to the Subcommittee at a conference meeting within fifteen (15) days of the filing of the grievance.

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Level 3a

If the grievance is not settled to the aggrieved's satisfaction by the superintendent, the aggrieved must, within five (5) days file a written appeal to the Board of Education. Concurrent notification of the request shall be given to the superintendent. All prior actions by the aggrieved and the school administration shall be submitted to the Board for its consideration. The Board shall afford the aggrieved party an opportunity to present the grievance to the Board at a conference meeting within fifteen (15) days of the filing of the grievance.

If the Board of Education and the employee(s) or his/her staff representatives are unable to reach agreement, the Board may seek independent advice. All information hitherto gathered shall be made available to the advisors.

The Board shall render a decision in writing to the aggrieved, with copies to the Association, Superintendent and any other administrator concerned, within ten days after the conference hearing.

NOTE

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself (themselves) and/or at his/her (their) option, by a representative selected or approved by the Association. Any advisors of the aggrieved shall present to the Board satisfactory written evidence that the aggrieved has given them authority to be heard.

When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

C. Advisory Arbitration

1. If the decision of the Board is unsatisfactory, the Association may declare an impasse, and if it does so, the Secretary of the Board shall be so notified in writing within fifteen days of the receipt of the Board's decision. Thereupon, the Association shall have the right to appeal to the New Jersey Public Employment Relations Commission, for obtaining an arbitrator to serve pursuant to PERC rules, regulations and statement of procedures. No hearing shall be held sooner than ten days after the Board has received notification of impasse.
2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the costs of the hearing room shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring the same.
3. Nothing contained herein shall be construed to submit the Board to binding arbitration.

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Future discussion between the Association and the Board will take place for the purpose of revising the grievance procedure. If said changes are mutually agreed upon said revision will replace present procedure. Until that time, both parties will follow existing procedure.

Article IV Employee's Rights

- A. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- B. An employee may have access to his/her personnel file with the superintendent or other administrator present.
- C. The teacher shall maintain the right and responsibility of determining grades within the grading policy and philosophy of the Boonton Township Board of Education. If a grade change is made, the administrator making the change shall notify the teacher of the change in writing, and the grade of both the teacher and the administrator shall be placed in the student's file.
- D. Individual Board members who wish to examine an employee's personnel file shall ask the Board President and Personnel Committee for such permission. The request must be in writing, stating the reason(s) for such action. Upon Board approval (in writing) that the action is necessary, the employee must be notified in writing, as to the reason(s) for the examination of his/her personnel file by a Board member, at least one week prior to such an examination. During the summer recess the employee or his/her designee must be available.

The employee and/or his designee have a right to be present while the file is examined.

- E. Any criticism of an employee shall be made in a confidential setting. If a complaint or criticism becomes part of an employee's file he/she shall be given a copy at the time it is entered into the file and shall have the right to place a rebuttal in the file within ten (10) school days.
- F. No employee shall be disciplined without just cause, nor shall teacher assistants be non-renewed without just cause.

Article V Association Rights and Privileges

- A. The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. The Association shall follow the same scheduling procedure as for all public users of the facilities.
- B. The Association shall have the right to use school facilities and equipment, including typewriters and other office equipment, at reasonable hours when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incidental to such use, and for any repair necessitated as a result thereof.



- C. In each school building, the Association shall have the exclusive use of a bulletin board in the Faculty Room. The Association shall also be assigned reasonable space on the bulletin board in the central office for Association notices.
- D. The Association shall have the right to use the intra-school mail facilities and school mailboxes as it deems necessary and without the approval of building principal or other members of the administration.
- E. The Board shall grant the president of the Association or president designee up to three days, maximum total, with pay, for his/her administrative duties, according to a schedule submitted by the president.

Article VI

Employee Hours and Workload

A. Teaching Hours

1. Teachers shall indicate all arrivals and departures from duty by placing their initials or a check mark in the appropriate column of the faculty sheet.
2. The total in-school workday shall consist of not more than seven and one-half hours plus a duty-free lunch period as guaranteed to teachers under the law.
3. No teacher shall be required to report for duty earlier than fifteen minutes before the opening of the pupils' school day and no teacher shall be required to remain more than ten minutes after the close of the pupils' school day except as outlined in the following sections on teachers' meetings and student extracurricular activities, except as noted in Article VI-A-5.
4. Twice a week, teachers will remain for a duration of an additional twenty minutes to be available for extra help and assistance to students. These sessions may be scheduled before or after school, at the teacher's discretion. Sessions will follow the school calendar. Teachers must submit their extra help schedule to the Superintendent at the start of the school year. The Superintendent must approve any revisions to the schedule. Teachers will remain an additional twenty minutes each week to be available for the exclusive purpose of planning in-class support. These sessions may be scheduled before or after school, at the teacher's discretion.
5. Any teacher employed in the district who has mutually agreed with the Board to offer Board approved course(s) of instruction to the district's students outside of the traditional full day teaching schedule of their building can have their report time altered to fit the needs of the agreed upon instructional situation. A flex schedule must be contiguous. At the time when the above-mentioned flex time schedule is determined, an agreement will also be made concerning attendance at administrator or Board directed meetings or workshops.

6. Teachers shall have a lunch period which is equal to the length of a full teaching period; teachers may leave the school building during the scheduled duty-free lunch period if mutually agreeable between the teacher and administrator.

B. Teaching Workload

1. The in-school work year for teachers employed on a ten-month basis shall not exceed 185 days.
 - a. The daily teaching load in the elementary school shall not exceed five and three-quarter hours of pupil contact.
 - b. Teachers shall have no less than five preparation periods per week, scheduled one per day whenever the schedule permits.
 - c. Teachers shall be compensated at the rate of \$50.00 per hour for a lost preparation period.
 - d. Per diem rates shall be calculated and paid using the statutory rate of 1/200 days.
2. Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings. Meetings shall occur no more than four (4) times per month. Such meetings shall begin no later than ten (10) minutes after student dismissal times. Meetings shall be held on Mondays with any variation requiring a thirty (30) day advance notification by the Board. Meetings will be no more than sixty (60) minutes except in unusual or extraordinary circumstances.
 - a. Meetings which take place after the regular in-school days shall not normally be called on Fridays or on a day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
 - b. Teachers shall have the opportunity to suggest items for the agenda for the teachers' meetings.
3. Teachers will be required to return to school for parent-teacher conferences as follows:
 - (1) Two Fall conferences: one to be held from 1:00 p.m.- 4:00 p.m. and the other from 5:00 p.m. - 8:00 p.m. on consecutive days. On the days that conferences are held, teachers with scheduled evening conferences shall be dismissed on single session days.
 - (2) Two Spring conferences: one to be held from 1:00 p.m. - 4:00 p.m.; and the other from 5:00-8:00 p.m. on consecutive days. On the days that conferences are

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held, teachers with scheduled evening conferences shall be dismissed on single session days.

Teachers may also be required to attend one (1) Back to School night each year without additional compensation.

- a. In addition to the evenings for the purpose of conducting parent-teacher conferences and one (1) back to school night, all teachers, except those who are already required to be present for a concert, art show, science demo night or parent workshop may be required to attend one (1) additional evening activity for up to a maximum of two (2) hours without additional compensation for the purpose of showcasing curricula or grade level meetings or subject area meetings or educational programs or parent teacher conferences or student performances.

4. Class Assignment

- a. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the superintendent not later than February 1. This statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
- b. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical, and except in cases of emergency not later than June 30.
- c. In the event that change in schedules, classes, subject assignment, or room assignment become necessary after June 30, a teacher affected shall be notified promptly in writing, and upon the request of the teacher, the changes shall be mutually reviewed by the superintendent, or his representative, and the teacher affected.

5. Supervision of student teachers

- a. A teacher shall be consulted about the responsibilities of supervising a student teacher, provided, however, that the district shall retain the exclusive right to assign student teachers.
- b. No additional assignment will be made for a supervising teacher other than those associated with the evaluation and guidance of the student teacher.
- c. Upon approval of the chief school administrator, a supervising teacher will be given time off to attend specific meetings at the student teacher's college, as required by the college.

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6. Extracurricular Activities

Activities which extend beyond the regularly scheduled in-school day shall be assigned advisors and coaches by the administration in consultation with staff members concerned and shall be compensated in accordance with the schedule in Appendix B.

C. Teacher Assistants' Hours and Workload

Workday:

1. Full-time instructional aides shall report fifteen (15) minutes before the student day begins. No instructional aide shall be required to remain at work after students are dismissed. A full-time instructional aide shall receive one (1) fifteen (15) minute break. Aides shall be entitled to a duty free lunch period which is equal to the length of a full teaching period and which may not coincide with a teacher's lunch.
2. A part time instructional aide's schedule shall be determined by the principal. A part time instructional aide's workday of three (3) hours or more shall include a fifteen (15) minute duty free break. A part time instructional aide's workday of five (5) hours or more shall include a fifteen (15) minute duty free break and a duty free lunch which is equal to the length of a full teaching period.

Work year:

The work year for instructional aides shall follow the student calendar. Their work year shall begin the first day teachers report back to school and shall end on the last day of student attendance. Instructional aides shall not work when students are not present, i.e. school recess/holiday periods and snow days. However, instructional aides shall be required to report to work and remain for any in-service days for state mandated training sessions.

**Article VII
Working Conditions**

- A. Employees shall not be required to drive students to activities which take place away from the school building.

**Article VIII
Salaries**

- A. Each teacher shall receive compensation consistent with his/her teaching experience, educational achievement and current negotiated salary increase. The following increases shall be applied inclusive of increment:

- Effective July 1, 2016, and retroactive to said date, the base salaries of teachers shall be increased by 2.6% + \$9,930 in salary guide adjustment. All



other employees in the Association shall receive a 2.9% increase to base salary.

- Effective July 1, 2017, the base salaries of teachers shall be increased by 2.6% + \$9,930 in salary guide adjustment. All other employees in the Association shall receive a 2.9% increase in base salary
- Effective July 1, 2018, the base salaries of teachers shall be increased by 2.6% + \$9,930 in salary guide adjustment. All other employees in the Association shall receive a 2.9% increase to base salary.

B. Credit Union Payment Plan

Persons employed for an academic year may elect to participate in the credit union payment plan. They must indicate their desire to participate, in writing, by the date required by the secretary to the Board. The secretary to the Board will then be empowered to deduct the amount designated by the employee from the salary due each participating employee for each semi-monthly or monthly installment. All deductions shall be deposited with the Tri-Co Federal Credit Union, 140 Speedwell Avenue, Morris Plains, New Jersey 07950.

Indications of desire to participate in the credit union payment program will be consistent with statutes.

Payment for all participants will be submitted by the Board secretary and sent to Tri-Co. The payment is to be received by Tri-Co by the 5th business day after pay date. All participants will release the Board from responsibility for any problems with Tri-Co Federal Credit Union.

Article IX Dues Deduction

A. Deduction from Salary

The Board agrees to deduct from the salaries of its employees dues for the Association, the County Educational Association, the New Jersey Education Association and the National Education as said individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 311, Public laws of 1967 (N.J.S.A. 52:14-15, 9(e)) and under rules established by the State Department of Education.

B. Representation Fee

1. Purpose of Fee.

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fees to be paid by non-members will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee.

- a. Notification. On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.
- b. Payroll Deduction Schedule. The Board will deduct from the salaries of the employees, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.
- c. Termination of Employment. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.
- d. Mechanics. Except as otherwise provided in this Article, the mechanics for transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
- e. Changes. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
- f. New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

C. Hold Harmless

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deductions made pursuant to this Article.

**Article X
Absences and Leaves**

A. Notification of Absence

Any employee who may have cause to be absent from work must give notice in the manner prescribed by the superintendent on the night before such absence or not later than 6:30 a.m. on the day of the absence. Failure to comply with the above may cause forfeit of payment of one full day's salary.

B. Personal Illness

1. Sick leave shall be defined as per N.J.S.A. 18A:30.1.
2. Each full-time 10-month employee shall be allowed ten sick days per year. Any 10-month employee starting employment after the beginning of the school year, shall have his/her sick days pro rated based upon the length of his/her employment contract. A 10-month employee employed on a part time basis will be allowed 10 part-time equivalent sick days per year. For any part time 10-month employee a minimum of one day per year, per category shall be granted.

Each full-time 12-month employee shall be allowed twelve sick days per year. Any 12-month employee starting employment after the beginning of the school year, shall have his/her sick days pro-rated based upon the length of his/her employment contract. A 12-month employee employed on a part time basis will be allowed 12 part-time equivalent sick days per year.

- a. If less than the allowed number of school days per year sick leave are taken in any school year, the number of unused days shall be cumulative without limit.
 - b. Sick leave shall be charged first to the current year's allowance until it is fully utilized, and thereafter to cumulative credit.
 - c. An employee's full annual allotment of sick days shall be credited on his/her first day of employment each year. Employees shall not accumulate sick days while on unpaid leave of absence.
3. In cases of illness extending beyond the employee's cumulative sick leave credit, the deductions will be made on the following basis:

- a. Ten-month contracts: 1/200 per day of the contract salary.
 - b. Twelve-month contracts: 1/260th per day of the contract salary.
- 4. The superintendent may require the employee to file a physician's certificate stating the name of the illness or disability and the prognosis in case of sick leave claim as per N.J.S.A. 18A: 30-4. The superintendent may require a physician's certificate stating the date the employee may return to work.
 - 5. See Article XI, Section C for Sick Leave pay back on retirement.

C. Disability Leaves

- 1. Any employee who becomes or anticipates becoming disabled shall notify the superintendent of his/her condition as soon as practicable. The employee may continue his/her employment if possible. The superintendent may request a note from the employee's physician that he/she is capable of continuing to perform duties.
 - a. No employee's disability shall arbitrarily deprive her/him of employment, or temporary disability benefits, if applicable.
 - b. All leaves of absence requested or taken by an employee for reasons associated with disability shall be governed by agreement and Board policies on unpaid leaves of absence and sick leave.
- 2. The Board assumes a pregnant employee will be disabled one month before and after her anticipated delivery date and will be considered disabled one month after actual delivery.
 - a. However, an employee may present medical certification that she is fit to perform duties any time within this two month period.
 - b. The Board may at any time request that the school physician, an impartial physician appointed by the county medical society, and/or the employee's physician certify that the employee is able to perform her duties.
- 3. A tenured employee may request an extended childcare leave without pay. Except in special cases, as determined by the Superintendent and approved by the Board, the leave shall expire on June 30th of the following school year. This time shall run concurrent with any time for which an employee may be eligible under the Federal Family and Medical Act and/or the New Jersey Family Leave Act. Except in special cases as determined by the Superintendent and approved by the Board, the request must be made 90 days prior to the anticipated date of return of the initial leave. If an extended leave is granted, the employee must notify the Superintendent by March 1st of his/her intention to return the following September or the employment shall terminate at the end of said leave.

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4. To be eligible for a salary increment and credit towards longevity payments and sabbaticals, a teacher must work at least ninety days in the school year that the leave commences or terminates.
5. To be eligible for an unpaid childcare leave, the employee must have been actively employed in the district for the full academic year prior to the requested leave.

D. Adoption

1. An employee adopting a pre-first grade age child may request extended leave which shall commence upon her/his receiving de facto custody of the adopted child or shall begin earlier, if necessary, to fulfill adoption requirements. The superintendent shall be notified as soon as adoption papers are approved.
2. Except in special cases, extended adoptive parent leave shall terminate July 1 following the anniversary of the granting of the leave. An employee on extended leave shall notify the superintendent by March 1 of his/her intent to return the following September.
3. An employee considering adoption of an older child may apply to the Board for a leave consideration.

E. Personal

1. Any employee requesting a personal leave shall do so in writing to the superintendent at least forty-eight hours, except in cases of emergency, prior to the time such leave is needed so that adequate planning for a substitute can be made.
 - a. Absence due to death in an employee's immediate family or relative or significant other living in his/her household shall be allowed with full pay for up to five consecutive school days per event. The term immediate family shall include: spouse, parent, parent-in-law, sister, brother, child and natural grandparents or another person deemed important by the member and so agreed upon by the superintendent.
 - b. Absence due to the illness of a member of the full-time employee's immediate family (spouse, parent, or relative living in the employee's household, or another person deemed important by the member and so agreed upon by the superintendent), shall be allowed with full pay for up to three days per school year.
 - c. The superintendent may grant an employee leave of absence with pay for not more than three days in each school year upon submission of a written statement of need, pro-rated to the nearest day per year, per category, for part time teachers and employees.

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- d. Personal days may not be taken immediately prior to or immediately following holidays or vacations. The superintendent's prior approval is required for emergencies or extenuating circumstances.
 - e. Any unused personal days not taken during the school year may be banked and added to their accumulated sick days, subject to the limitations outlined in Article XI, Section C.
2. Any employee is entitled to leave with differential pay for such period, as the employee is required to be elsewhere by reason of jury service or compliance with a subpoena.

F. Professional

1. Absence for visitation to other schools shall be allowed for one day at full pay in any school year upon approval of the superintendent.
2. Absences to attend conferences, workshops, critiques and conventions will be allowed with full pay upon the pre-approval of the superintendent. (Attendance shall be supported by the required certificate of attendance). Travel and fees shall be submitted to the Board for approval or reimbursement: Employees attending the annual NJEA convention shall be allowed \$15.00 per day attended.

G. Military

1. Military leave, without pay, shall be granted in accordance with applicable statutes.

H. Sabbatical

1. After seven year continuous, full-time service in Boonton Township schools, a teacher may, upon recommendation of the superintendent, be granted a leave of absence for one full year of advanced study or study combined with travel. Eligibility for a sabbatical shall recur after each subsequent period of seven years' service.
2. Application shall be made by December 15th prior to the school year for which the absence is requested on the Board form. The teacher's intended sabbatical program shall be submitted. A minimum of nine credits per semester, writing of a doctoral dissertation or professional advancement to better serve the school system shall be a satisfactory program.
3. In recommending sabbaticals, the superintendent shall consider the greatest benefit to the school system, the greater self-improvement and the reasonable and equitable distribution of applications among the different school departments. The superintendent shall notify the applicant in writing of the Board's decision by January 31st prior to the leave requested.
4. While on sabbatical, a teacher shall receive one-half the salary to which he/she would

otherwise be entitled. Regular income tax, social security Teachers' Pension and Annuity, and other deductions authorized by the teacher shall be made. While teachers may take part-time positions to supplement their income, full-time employment while on sabbatical is discouraged unless the Board and Association agree such a position is beneficial to the school system.

5. Teachers returned from sabbatical shall continue in the Boonton Township schools for at least two years. Teachers resuming employment shall be paid the same scheduled salary they would have received had they not had a sabbatical. Except in case of death or permanent disability, a teacher shall reimburse the Board in direct proportion to unfilled time if two years' service is not provided following a sabbatical.
6. No more than one teacher every other year shall be granted a sabbatical leave.

I. Other Information

1. Employees who report one hour after school opens or leave more than one hour before school ends shall be considered to have used one-half day of personal leave or sick leave, whichever is appropriate.
2. Absence for reasons other than those listed above will be acted upon by the Board.
3. No employee will advance on the guide if he/she is on a leave that extends for more than 50% of the school year, with the exception of the Federal Family and Medical Act and/or the New Jersey Family Leave Act.

**Article XI
Insurance Protections**

- A. All full-time employees will receive full health care benefits, including family coverage. Employees shall contribute to their healthcare coverage in accordance with Chapter 78, P.L. 2011. Employee contribution to health care premiums (medical, dental) can be pre-tax deductions through the Section 125 plan.
- B. All full-time employees will receive dental coverage as follows:

	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Family	\$932.36	\$932.36	\$932.36
Two-Party	\$589.45	\$589.45	\$589.45
Individual	\$349.29	\$349.29	\$349.29

Any premium cost in excess of these cap limits will be borne by the individual through a monthly payroll deduction.

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1. Dual Health Coverage

- a. Employees who have other health insurance coverage may voluntarily choose to waive the Board-paid health insurance for the cash payments listed in the chart below. Waiver of health insurance will be for the school year July – June and available only during open enrollment. All applications for this waiver must be submitted with proof of alternate coverage for the employee and his/her eligible dependents.

Notification of the insurance waiver by the employee to the School Business Administrator must be made no less than 30 days prior to the waiver period (school year), and must be restated in writing by the employee each year.

- b. Payments shall be paid in two equal installments (December/June) in each school year in which coverage is waived. For 12-month employees hired after July 1 and for 10-month employees hired after September 1, waivers will be pro-rated in the first year of employment.

Coverage	Payment
Single	\$1,600 2 Adults \$3,600
Family	\$4,200

- c. Employee re-enrollment into the health plan may occur during the open enrollment period(s). All employees shall be entitled to re-enroll in the health plan immediately if he/she submits proof of a life status change (e.g., loss of alternate coverage, unemployment, death or disability of a spouse; divorce or legal separation; activation to full-time military status; or a material change of the spouse's insurance coverage etc.)

- C. The Board of Education will pay back employees serving in their position prior to July 1, 1993 one day for every five days accumulated sick days to a maximum accumulation of 200 sick days.

Employees hired by the Board of Education on or after July 1, 1993, may accumulate sick days to a maximum of 125 days and be reimbursed at a rate of one for every five days up to a maximum reimbursement of 25 days at the per diem rate of 1/200. Said payments will be made one calendar year after employee has left the system, and if said employee has retired under one of the retirement allowances established by their pension fund and have at least ten years of service in Boonton Township.

- D. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of a proven wrongful act suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment.
- E. The Board of Education and the Association agree to create a joint committee to review insurance coverage and carriers.

Article XII Professional Development

The Board of Education has established a fund of \$27,500 from which teachers will be reimbursed for their tuition. The superintendent agrees to meet annually with the executive committee of the BTEA to determine the most equitable way to fairly distribute these funds. The following reimbursement schedule applies only to the extent that funds within the annual allotment are still available.

- A. The Board shall pay 100% for a B grade or better including a passing grade for a pass / fail course, for full-time teachers employed in the system. Non-state or private college tuition reimbursement shall be at the Montclair State College tuition rate or the cost per credit, whichever is less. Courses must be approved by the superintendent as eligible for reimbursement, in accordance with Board policy. Pending prior administrative approval, allowance for at least one of three reimbursable courses taken per year may be an online course provided, however, that the course shall be from an accredited institution. Part-time employees will be paid on a pro-rated basis for graduate course reimbursement as per the above provisions. No tuition reimbursement will be provided for courses, which may lead to certification as a school administrator, principal, supervisor, or school business administrator, unless such a course is part of a pre-approved degree program.
- B. Distribution of fund:
 - 1. Teachers intending to take courses shall make it known by filling out the appropriate form prior to June 15th of the previous fiscal year. (Any courses approved prior to the ratification of this contract shall not be subject to the date listed above).
 - 2. Members will be reimbursed by dividing the established fund by the number of approved credits, capped at nine credits per year. The amount reimbursed per person will not exceed preamble to Article XII above. The dollar amount of per credit reimbursement shall be uniform, and shall not exceed the actual cost per credit.
 - 3. Staff members may replace an approved course in the event of a course cancellation or a district contractual obligation that prohibits them from taking the course.
- C. The Board Secretary shall be notified as soon as registration has been accomplished and again when the course has been completed satisfactorily (with relevant receipts and transcripts).
- D. Local Professional Development Committee
The Board shall establish a Professional Development Committee in accordance with the state requirements (N.J.A.C. 6:11-13.3).
- E. Tuition reimbursement payments will be made annually by July 15. In order to receive payment by July 15, employees must submit authorized transcripts to the Board Secretary by June 15. When an authorized transcript is received after June 15, the appropriate employee shall not be paid until the following year and from the following year's fund.

- F. Any employee that leaves the District within three years of completion of a course for which he or she received reimbursement shall be required to repay the District for the course. Any such repayment will be calculated on a pro-rata basis (e.g., 1/3rd repaid if the employee left after two years of course completion). The District will be entitled to withhold any amounts due the District from an employee's paycheck.

Article XIII
TERMS OF EMPLOYMENT
Custodial Staff

A. Hours and Days of Work

The Superintendent/Principal shall apply uniformly throughout the school district the following rules for full-time employee working periods:

1. Custodial/maintenance personnel shall work eight (8) hours per day, five (5) days per week, which includes a paid half-hour lunch each day. Custodial/maintenance personnel shall report to work during school vacation periods and when schools are closed for inclement weather. The starting time for custodial/maintenance personnel shall be established by the Superintendent/Principal/Assistant Principal, Business Administrator or designee.

- a. Day Shift: 6:30a.m. to 2:30p.m., including a half-hour lunch period.

Night Shift: 2:00p.m. to 10:00p.m., including a half-hour dinner period.

No custodian will be required to work overtime without the approval of the Superintendent/Principal/Assistant Principal/Business Administrator or designee.

- b. Overtime: Any hours worked over the regular work day are paid at 1 ½ times the employee straight hourly rate. (Hourly rate equals annual salary divided by 52 divided by 40.)

The regular work week for employees shall be forty (40) hours. All hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be paid at overtime rates. All overtime shall be approved by the Superintendent/Principal or designee. Overtime rates shall be as follows: Hours of overtime worked, except on Sundays and holidays, shall be paid at one and one-half (1 ½) times an employee's regular hourly pay rate; hours of overtime worked on Sunday shall be paid at two (2) times an employee's regular hourly pay rate; hours of overtime worked on designated holidays as set forth in this agreement when the district is closed, will be paid at one and one-half (1 ½) an employee's regular hourly pay rate in addition to the day's pay the employee receives for the holiday.

The following are recognized custodial/maintenance employee classifications:

- **Maintenance Technician** – Performs building maintenance/repairs and other duties and holds a license and/or certifications in a skilled trade ex: electrician, HVAC, plumbing etc. appropriate to school building operations.
- **Lead Custodian** – Performs light building maintenance/repairs and other duties as needed, maintains records for ordering supplies and services from vendors and serves as a liaison between the Business Administrator and other Custodial/Maintenance staff.
- **Custodian** – Performs housekeeping/cleaning and other related duties.

Salaries for the above maintenance/custodial classifications will be commensurate with classification level, experience, responsibility, skill level and certification in specialized trades.

Overtime may be taken as compensatory time.

(NOTE: According to FLSA compensatory time must be accrued at 1 ½ times)

Night shift personnel will receive overtime pay when they are requested to work past their normal hours or when they are called to do snow removal.

- c. **Snow Day:** Custodians are expected to report for their regular shift. In cases of extreme weather, custodians are expected to report to work as soon as the roads are cleared.

During the days when school is not in session, as a result of a snow day, work should be undertaken that is not part of the normal daily routine.

- d. **Work Year:** July 1 - June 30. When school is not in session, custodians are expected to work their normal day.

At the recommendation of the Superintendent and approval by the Board of education, part-time positions will be permitted. Benefits would be applicable on a pro-rated basis.

B. Vacation Time/Personal Days/Floating Holidays

1. Custodial /maintenance employees are entitled to 12 holidays per school year. If the current school calendar does not identify 12 observed holidays, then floating holidays will be included to increase holidays to 12 for the school year.
2. All custodians and maintenance persons employed on a 12-month basis are entitled to vacation time based on length of service (chart below). Custodial personnel must submit their request for vacation time to their immediate supervisor. *Summer vacations will be approved only after the demands of the summer work schedule have been considered. Vacation time for part-time employees will be pro-rated.

*Requests for vacations should be submitted in writing one month prior to the requested date.

3. Vacations shall accrue from July 1 to June 30. Vacations are to be taken prior to the

end of the contract year in which they were earned. Those employed for part of a year shall be pro-rated part of a vacation.

The following exceptions apply when employees would like to take their vacation other than in the year in which it is earned:

1. Employees may take vacation time before it is earned with the approval of the Superintendent. If the employee does not complete the year and thereby earn all the vacation time taken, then the unearned vacation will be subtracted from the employee's final paycheck.
2. Vacation time is non-cumulative; however, employees may request to carry over part of their vacation for personal reasons, or to avoid impacting the school's workflow. In such event, the employee may, with the Superintendent's written approval and Board resolution, carry unused vacation over to the following year, or be paid on the basis of the salary in effect when the vacation is earned. Carried time must be used before the end of the next contract year.

Custodians/maintenance personnel are entitled to three personal days per school year. Any unused personal days not taken during the school year may be banked and added to their accumulated sick days subject to the limitations outlined in Article XIII Section M. Those employed for a part of a school year shall have those personal days pro-rated.

C. Vacation Schedule – 12 Month Employees

1st year of service – One day per month of service, up to 10 days. No vacation shall be taken prior to the completion of 6 months of service.

2 - 5 years	10 days
6 - 9 years	15 days
10+ years	20 days

D. Bereavement Days

Absence due to death in an employee's immediate family or relative or significant other living in his/her household shall be allowed with full pay for up to five consecutive school days per event. The term immediate family shall include: spouse, parent, parent-in-law, sister, brother, child and natural grandparents or another person deemed important by the member and so agreed upon by the superintendent.

E. Sick Days

Twelve-month employees are entitled to 12 sick days per school year and 10-month employees are entitled to 10 sick days. Sick days are cumulative; they will be carried forward to the next school year. There are no separate benefits for time off for medical reasons. Medical leaves of absence with pay will equal the number of sick days the employee has accumulated. Please see the maternity/child care leave benefits or family leave act for their applicability. Employees may request a leave of absence without pay by petitioning the Board through written correspondence to the Superintendent/Principal.

F. Health Care

Non-certified personnel are entitled to full medical coverage without restrictions when they work 20 hours or more per week. Employees shall contribute to his/her healthcare coverage in accordance with Chapter 78, P.L. 2011.

G. Tax Shelter Annuity and Disability Insurance

All employees may voluntarily participate in 403(B) retirement plans through companies approved by the Board of Education.

Disability insurance is available to all employees at the employees' expense. The Education Association may elect to change providers.

H. Credit Union

All employees are eligible to become members of the Tri-Co Credit Union.

I. Direct Deposit

All employees may request direct deposit of their paychecks into a savings or checking account.

J. Tuition Reimbursement

In order to receive reimbursement for licensing and other job-related courses, Board approval must be obtained prior to attendance at the course.

K. Uniforms

Each custodian will receive 6 work shirts, 3 pairs of pants and 1 jacket with a zip-out lining. These uniforms must be worn while on duty. If a custodian leaves before one year's service, the cost of the uniforms will be deducted from his/her final paycheck.

Uniforms may be replaced by the Board of Education as need dictates.

Custodians are also entitled to an annual shoe allowance of up to \$100.00.

L. Pension

Custodial employees are required to join the state-run pension plan, public employees' retirement system (PERS). Contributory insurance is also required by law. The contribution percent is set annually by the state.

M. Retirement

Employees who retire from the Boonton Township Board of Education, with 10 years or more of service, will receive payment for their accumulated sick days at a 1:5 ratio with a cap at \$5,000 at the per diem rate of 1/260.

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Article XIV

Appendix A

A. Custodial Hours and Workload (Non-tenured Positions)

It is agreed that if custodial work reverts to the district, the Board and the Association will negotiate the terms and conditions of employment for said employees.

Custodians employed by the District as of July 1, 2016 shall receive a 2.9% salary increase retroactive to said date.

Custodians employed by the District as of July 1, 2017 shall receive a 2.9% salary increase.

Custodians employed by the District as of July 1, 2018 shall receive a 2.9% salary increase.

Effective July 1, 2013, eligible custodians shall receive longevity compensation at the same rate as aides, in accordance with Article 14, Appendix A, paragraph D (2) of this agreement.

B. Teacher Salary Agreements

1. Both parties agree to the following salary guides which cover the three year non-negotiable salary contract for the 2016-17, 2017-18, 2018-19 school years.
2. Teachers employed by the Board as of July 1, 2010, progress on the following guides (excluding longevity). Lateral moves across the guide based on attainment of formal education result in placement to the advanced degree column according to "Movement Across the Guide Policy" #4131.4 Readopted June 30, 2004

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Teacher Salary Guides

2016-17	Boonton Twp Teachers						
Salary Guide							
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+60
1	51,064	52,664	54,264	55,864	57,464	59,064	61,064
2	51,614	53,214	54,814	56,414	58,014	59,614	61,614
3-4	52,164	53,764	55,364	56,964	58,564	60,164	62,164
5-6	53,314	54,914	56,514	58,114	59,714	61,314	63,314
7	54,189	55,789	57,389	58,989	60,589	62,189	64,189
8	55,252	56,852	58,452	60,052	61,652	63,252	65,252
9	56,344	57,944	59,544	61,144	62,744	64,250	66,250
10	57,264	58,864	60,537	62,154	63,785	65,427	67,427
11	58,344	59,950	61,739	63,418	65,124	66,844	68,844
12	60,318	61,830	63,782	65,911	68,110	70,529	72,529
13	62,993	65,305	67,257	69,386	71,585	74,004	76,004
14	66,018	68,330	70,282	72,411	74,610	77,029	79,029
15	69,343	71,655	73,607	75,736	77,935	80,354	82,354
16	72,768	75,186	77,226	79,452	81,751	84,280	86,280
17	76,381	78,904	81,033	83,356	85,755	88,394	90,394
18	80,253	82,776	84,905	87,228	89,627	92,266	94,266
19	84,613	87,136	89,265	91,588	93,987	96,626	98,626

2017-18	Boonton Twp Teachers						
Salary Guide							
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+60
1	52,119	53,719	55,319	56,919	58,519	60,119	62,119
2	52,669	54,269	55,869	57,469	59,069	60,669	62,669
3	53,219	54,819	56,419	58,019	59,619	61,219	63,219
4-5	53,769	55,369	56,969	58,569	60,169	61,769	63,769
6-7	54,644	56,244	57,844	59,444	61,044	62,644	64,644
8	55,706	57,306	58,906	60,506	62,106	63,706	65,706
9	56,798	58,398	59,998	61,598	63,198	64,704	66,704
10	57,718	59,318	60,991	62,608	64,239	65,881	67,881
11	58,798	60,404	62,193	63,872	65,578	67,298	69,298
12	60,772	62,284	64,236	66,365	68,564	70,983	72,983
13	63,447	65,759	67,711	69,840	72,039	74,458	76,458
14	66,472	68,784	70,736	72,865	75,064	77,483	79,483
15	69,797	72,109	74,061	76,190	78,389	80,808	82,808
16	73,222	75,640	77,680	79,906	82,205	84,734	86,734
17	76,835	79,358	81,487	83,810	86,209	88,848	90,848
18	80,707	83,230	85,359	87,682	90,081	92,720	94,720
19	85,613	88,136	90,265	92,588	94,987	97,626	99,626



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Teacher Salary Guides (cont)

2018-19	Boonton Twp Teachers						
Salary Guide							
Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+60
1	52,604	54,204	55,804	57,404	59,004	60,604	62,604
2	53,154	54,754	56,354	57,954	59,554	61,154	63,154
3	53,704	55,304	56,904	58,504	60,104	61,704	63,704
4	54,254	55,854	57,454	59,054	60,654	62,254	64,254
5-6	54,804	56,404	58,004	59,604	61,204	62,804	64,804
7-8	55,866	57,466	59,066	60,666	62,266	63,866	65,866
9	56,958	58,558	60,158	61,758	63,358	64,864	66,864
10	57,878	59,478	61,151	62,768	64,399	66,041	68,041
11	58,958	60,564	62,353	64,032	65,738	67,458	69,458
12	60,932	62,444	64,396	66,525	68,724	71,143	73,143
13	63,607	65,919	67,871	70,000	72,199	74,618	76,618
14	66,632	68,944	70,896	73,025	75,224	77,643	79,643
15	69,957	72,269	74,221	76,350	78,549	80,968	82,968
16	73,382	75,800	77,840	80,066	82,365	84,894	86,894
17	76,995	79,518	81,647	83,970	86,369	89,008	91,008
18	80,867	83,390	85,519	87,842	90,241	92,880	94,880
19	86,363	88,886	91,015	93,338	95,737	98,376	100,376

C. Instructional Aides

Instructional aides employed by the district as of July 1 of the school years listed below and eligible for County substitute certificate shall receive the hourly rate as follows:



<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
\$23.27	\$23.94	\$24.63

D. Longevity

Teachers

- During the term of this three year agreement, longevity compensation for teaching staff shall be based upon years of continuous (i.e. no break in service) as a teacher in Boonton Township schools, and will be added to the base salary beginning in each year of this three year agreement as of 7/1/2016. Such longevity shall not be cumulative. Maternity leaves, sabbaticals, or administration approved leaves shall not constitute a break in service for purposes of this paragraph.

Step #1 (11-15 years)	\$ 800.00
Step #2 (16-20 years)	\$1,610.00
Step #3 (21-24 years)	\$2,100.00
Step #4 (25+ years)	\$2,600.00

The salary and longevity, if any, of a part-time teacher shall be prorated in accordance with his/her schedule.

Aides

2. During the term of this three year agreement, longevity compensation for instructional aides shall be based upon years of service as an instructional aide in Boonton Township schools, and will be added to the base salary beginning in each year of this three year agreement. Such longevity shall not be cumulative.

The salary and longevity, if any, of a part-time instructional aide shall be prorated in accordance with his/her schedule.

Completed years of service (7-10 years)	\$ 500.00
Completed years of service (11-14 years)	\$ 800.00
Completed years of service (15 years or more)	\$1,200.00

E. Athletic/Co-curricular Stipends

The Athletic/Co-curricular stipends on the following table will remain in effect for the contract term 2016- 2019:

Level	Yrs. Exp.	Major	Minor	Assistant
I	0-1	3,138	2,441	2,207
II	2-3	3,256	2,558	2,326
III	4-5	3,423	2,674	2,441
IV	6-7	3,697	2,999	2,767
V	8-9	3,813	3,114	2,884
VI	10+	3,930	3,232	2,999

ATHLETIC STIPENDS

MAJOR

Baseball
Basketball
Soccer
Softball
Athletic Coordinator

MINOR

Cross Country
Track & Field

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CO-CURRICULAR STIPENDS

MAJOR

Band Director
Homework Club
7/8 Team Leader
Yearbook
8th Gr. Advisor

MINOR

Student Council
5/6 Team Leader
Jazz Band
Service Squad
Forensics
Traffic Control
Broadcast Club

Athletic Stipends – Athletic stipends will be paid in the following manner:

Fall Sports – ½ in Oct.; ½ in Nov.

Winter Sports – ½ in Nov.; ½ in Feb

Spring Sports – ½ in April; ½ in June

Volleyball – full amount in April

Co-curricular Stipends – Co-curricular stipends will be paid ½ in Dec.; ½ in June.

The Board reserves the right to add or delete Co-curricular Club Advisor positions based on the availability of funds and/or interest in the activity. New club advisor positions will be designated at the Minor stipend level.

The Traffic Control stipend shall be pro-rated daily based upon level and years of experience. The stipend shall still be paid out twice per year in December and June. The stipend shall be paid as: amount of days worked times the prorated daily amount. In the event the primary employee covering "Traffic Control" is NOT available on a given day(s), the Superintendent shall reserve the right to hire an approved substitute, who shall be paid in accordance with the aforementioned.

F. Special Positions

Compensation will be as follows:

Curriculum Review	1,600.00
Lost Preparation Period (per hour)	50.00

All of the above positions (except lost preparation periods) shall be paid twice annually in December and June. The stipends for these positions shall not be pensionable. Contractual absences are permitted without a deduction in pay. Substitutes, if any, are the responsibility of the Board.

G. Additional Salary Amounts

Home Instruction (per hour)	70.42
Black Seal License	655.31
Summer Work (per 4 hours)	102.58

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Vacancies shall be posted to include scope of project, number of hours, and rate of compensation. Assignments shall be voluntary.

- H. **Paid Assemblies** - It is additionally agreed that \$500.00 be set aside by the Board for paid assemblies during each of the contract years 2016-2017, 2017-2018 and 2018-2019.
- I. **Mentoring** - Senior teaching staff will be compensated by the District for mentoring new staff according to State regulations.

Except as set forth as follows, the Agreement between the Board and the Association for the period July 1, 2016 through June 30, 2019 shall remain the same.

**BOONTON TOWNSHIP
BOARD OF EDUCATION**

Barry Brantner
Barry Brantner, President

John T. Murray II
John T. Murray II, Secretary

Dated: 3/15/17

**BOONTON TOWNSHIP
EDUCATION ASSOCIATION**

Mark Edwards
Mark Edwards, Co-President

Ladd Turner
Ladd Turner, Co-President

Marie Kozas
Marie Kozas, Secretary

Dated: 3-9-17